

EXHIBIT A

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Alicia L. Lerud

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1 ACOMP

2 LAGOMARSINO LAW

3 ANDRE M. LAGOMARSINO, ESQ. (#6711)

4 3005 West Horizon Ridge Pkwy., Suite 241

5 Henderson, Nevada 89052

6 Telephone: (702) 383-2864

7 Facsimile: (702) 383-0065

8 Email: aml@lagomarsinolaw.com

9 Attorney for Plaintiff Byron Green

10 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND**

11 **FOR THE COUNTY OF WASHOE**

12 BYRON GREEN, an individual,

13 Plaintiff,

14 vs.

15 WASHOE COUNTY SCHOOL DISTRICT, a
 political subdivision of the state of Nevada; and
 DOES 1-10; inclusive,

16 Defendants.

17 CASE NO.: CV19-02232

18 DEPT. NO: 4

19 **PLAINTIFF'S FIRST AMENDED**
COMPLAINT

20 Plaintiff Byron Green (sometime referred to herein as "Green") hereby files a Complaint
 21 against the Defendants and alleges as follows:

22 1. Green is an individual who was previously employed by Defendant Washoe County
 23 School District (sometimes referred to herein as the "District") as the Chief of the Office of Student
 24 Services (sometimes referred to herein as "OSS"). Green has lived in Nevada for over 20 years and
 25 lived in Washoe County during his employment with the District. In his position at OSS, Green was
 an advocate for students with disabilities in the District. During his four-year tenure at OSS, Green
 helped increase the graduation rates of students with disabilities

26 2. OSS is a department within the District that provides services to the special needs
 27 members of the Washoe County community and oversees the District's implementation of state and
 28 federal rules and regulations that govern special education. OSS also acted as a resource for District

1 employees who interacted with the special needs members of the Washoe County community and

2 3. The Washoe County School District (“the District) is a political subdivision of the
3 State of Nevada created and existing under NRS 386.010 and may sue and be sued under NRS
4 386.010(3).

5 4. Green is informed and believes and thereupon alleges that Kristen M. McNeill
6 (sometimes referred to herein as “Kristen McNeill” or “McNeill”) was employed by the District and
7 was acting within the scope of her employment.

8 5. DOES 1-10 are employees of the District or members of the Board of Directors of the
9 District or others whose true names and capacities are not presently known to Green so they are
10 named and sued fictitiously in this Complaint. Green will seek leave of Court to amend his
11 Complaint to allege the true names and capacities of these Defendants when they become known.
12 On information and belief, Green alleges that each of the fictitiously named defendants is
13 responsible in some manner for the wrongful actions alleged in this Complaint and for the resulting
14 injuries and damages to Green. DOES 1-10 are sued in both their individual and official capacities.

15 6. Venue is proper in this Court under NRS 13.010, et seq., because the Defendants
16 named in this dispute are located in Washoe County and the acts or omissions set forth in this
17 Complaint occurred in Washoe County and any agreement that existed between Green and the
18 District that resolved the District’s claims that Green had received or relied upon leaked information
19 during any investigation alleged to exist in this matter was executed within Washoe County.

20 7. Green became the Chief of OSS in or about early 2015. Prior to that time, Green was
21 an employee within the District. In his capacity at the District with OSS, Green was charged with
22 implementing existing rules and regulations related to special education.

23 8. In or about 2015, the State of Nevada Department of Education issued directives to
24 the District regarding special education and expressed concerns with the services the District
25 provided for students with disabilities and with the District’s compliance with applicable rules and
26 regulations, noting the District’s recurrent violations of such rules and regulations.

27 9. As a result of these expressed concerns, Traci Davis, the former superintendent of the
28 District (sometimes referred to herein as “Superintendent Davis”), made it a priority to reform the

1 OSS and its practices, making it the mission of OSS to ensure, as much as possible, that the District
2 complied with existing legal requirements for students with disabilities.

3 10. With these directives received from Superintendent Davis, Green and his staff at OSS
4 commenced a long and difficult process to reform the District and to change how the District
5 interacted with and treated students with disabilities to ensure, as best as possible, that the District
6 provided more consistent services that complied with applicable rules and regulations.

7 11. This effort to reform the District was difficult. Green and others within OSS were the
8 frequent object of false complaints leveled against them as a result of the reforms and other changes
9 being implemented by his office at the direction of Superintendent Davis. Green complained that
10 principals and others, who had concerns or issues with Green and/or his staff, did not direct those
11 concerns through proper communication channels, but frequently directed their concerns to the
12 Washoe School Principals Association (sometimes referred to herein as “WSPA”) or to Paul
13 LaMarca (sometimes referred to herein as “LaMarca”), a Chief at the District who had no
14 supervisory role over Green or his staff at OSS.

15 12. Many of the complaints raised against Green and/or his staff were initiated by WSPA
16 because principals in the District, who were the primary decision makers in most if not all special
17 needs matters, resisted the changes and reforms that Green sought to implement within the District.

18 13. In most instances when a complaint was raised against Green and/or his staff, Green
19 would respond to the complaint and seek to resolve stated issues. However, many if not most of the
20 complaints were anonymous, did not state specifics about what was alleged to have occurred, were
21 raised through inappropriate channels of communication, and failed to provide Green and/or his staff
22 with any guidance about what changes were expected of Green and/or his staff. Despite the
23 existence of some complaints, at no time did Superintendent Davis or McNeill instruct Green and/or
24 his staff at OSS to stop or alter the changes and reforms that OSS was implementing. In fact,
25 Superintendent Davis and McNeill were aware of all changes and reforms that were being made
26 through OSS before Green and/or his staff attempted to implement the changes and reforms.

27 14. Throughout this process of responding to anonymous and mostly unfounded
28 complaints, Green began to track violations of rules and regulations that governed special needs

1 within the District and included these instances in an email to his supervisor, Kristen McNeill. Green
 2 kept this information in a binder that he gave to the District through Solutions at Work (hereinafter
 3 referred to herein as “SAW”) at an interview with representatives from SAW on or about April 25,
 4 2017, as described in more detail below.

5 15. Also, while responding to these anonymous and unfounded claims, Green specifically
 6 complained that he and Jenni Ricci (aka “Jenny Hunt” but referred to herein as “Jenny Ricci” and/or
 7 “Ricci”), a member of his staff within OSS, were being bullied by LaMarca and that LaMarca was
 8 rude and condescending to Jenny Ricci and that this behavior exhibited toward Jenny Ricci needed
 9 to stop. These complaints were made to McNeil, LaMarca and to Neil Rombardo (“Rombardo”) in a
 10 meeting in approximately October of 2016.

11 16. In or about February of 2017, McNeill informed Green that he and Jenny Ricci, who
 12 complained about LaMarca, were the subject of an investigation wherein others within the district
 13 complained that Green and Ricci were, in fact, bullying. McNeill informed Green that he would be
 14 interviewed about the allegations of bullying, that he would be provided with specific allegations of
 15 bullying, and that he would be allowed to respond to these allegations. The initiation of this
 16 investigation was noted to members of management at the District in a letter from McNeill from
 17 February of 2017 that was provided to Green and to Jenny Ricci.

18 17. In early April of 2017, Green was informed by McNeill that he and Jenny Ricci
 19 would be placed on leave during the above-noted investigation into bullying. McNeill also informed
 20 Green that Rombardo, the District’s legal counsel, would be leading the investigation into
 21 allegations that Green and Ricci were bullying others. Surprised by this turn of events, Green again
 22 requested specifics about the allegations of bullying, but none were provided.

23 18. On or about April 20, 2017, Green was contacted by SAW by letter. In this letter,
 24 SAW informed Green that it had been retained by the District to investigate “allegations beginning
 25 on or about August, 2014 through the present time constitute (sic) bullying, intimidation, harassment
 26 and retaliation which has created and continues to foster a hostile work environment for employees
 27 working in [OSS] and other departments.” In this letter, Green was “directed” to interview with
 28 SAW in a meeting to be held on April 25, 2017. SAW also claimed in this letter that “[a]t the

1 meeting, you will have the opportunity to respond to the allegations.” Finally, SAW warned Green
 2 “if the allegations are substantiated, you may face disciplinary action. . .” which could include
 3 “dismissal” from his employment with the District, among other threatened discipline. SAW’s letter
 4 directing Green to attend this meeting is attached hereto as Exhibit 1. Interestingly absent from this
 5 letter are any factual allegations of bullying, intimidation, harassment or retaliation.

6 19. Green cooperated with SAW and attended the interview on April 25, 2017, worried
 7 that a failure to cooperate could lead to discipline. Prior to the interview, Green asked if he could
 8 tape record the interview. SAW did not allow Green to tape record the interview but SAW later
 9 prepared a transcript of the interview from the interviewer’s notes, which Green was able to review
 10 and alter, if needed. Green also took contemporaneous notes of the questions and answers from the
 11 interview. During this interview, Green shared the “binder” of information with SAW that
 12 substantiated issues with LaMarca, issues with WSPA, and issues surrounding possible violations
 13 related to students with disabilities. During this interview, Green also shared his concerns regarding
 14 how he and Jenny Ricci were being treated by LaMarca. The binder was not provided to SAW to
 15 respond to any allegations levied against Green and/or Jenny Ricci because Green was not made
 16 aware of those allegations during this interview.

17 20. During the interview, Green was not asked any questions about alleged bullying of
 18 which Green was specifically accused. He was also not provided with a list of allegations raised
 19 against him asserting any form of bullying. Instead, Green was asked about his sexual partner, about
 20 who he lives with, about who he vacations with, whether he owns a condominium with Traci Davis
 21 in Hawaii, how he spends his time on weekends, among other questions. Green asked how any of
 22 these questions related to allegations of bullying. Green also demanded a list of allegations raised
 23 against him related to bullying. None were provided during the interview.

24 21. Green perceived that the interview with SAW had nothing to do with him or with
 25 bullying but that the interview was an attempt to gather information that potentially could be used
 26 against Traci Davis or others within the School District, including Green’s domestic partner, David
 27 Lasic. Specifically, during the interview, Green was asked twice if he received any information from
 28 someone within the Superintendent’s office, which would include David Lasic and others.

1 22. During the interview, Green was also asked if he had talked to Jenny Ricci since they
 2 were put out on leave and he responded truthfully that they had, several times. Green also truthfully
 3 stated during the interview that he did not discuss the SAW investigation with Ricci because he was
 4 not aware of the specifics alleged as part of that investigation.

5 23. During this time period, Green and Ricci did speak. Throughout the time that they
 6 were out on leave, Green and Ricci assisted each other and discussed the claims that they had raised
 7 against LaMarca and WSPA that were set forth in the binder that Green gave to SAW during his
 8 April 25, 2017 interview, which were issues that Green raised with McNeill and others in October of
 9 2016. Because the District did not seem to be investigating these issues, Green and Ricci exchanged
 10 emails, texts, and documents that were done to collaborate and outline their own complaints that
 11 they had raised against LaMarca, WSPA, and others.

12 24. In or about May of 2017, while still out on leave, Green was again directed by letter
 13 to participate in a follow up interview with SAW. Prior to attending this second interview, Green
 14 asked if specific allegations would be provided to him about bullying. Green was told that such
 15 allegations would be provided. Green also asked if he could tape record the second interview and
 16 SAW refused to allow Green to tape record the interview but provided another transcript of the
 17 interview to Green from the interviewer's notes. SAW, however, again warned Green that if he
 18 failed to cooperate with SAW, he might be disciplined and that he might lose his job.

19 25. During the second interview, SAW again asked no questions about Green bullying.
 20 SAW again did not provide Green with any specific allegations of bullying. Again, the second
 21 interview with SAW appeared to have nothing to do with Green or with bullying but was again
 22 aimed at digging up information about Traci Davis and others. SAW also again asked Green with
 23 whom he had been discussing SAW's investigation and other issues.

24 26. Green was concerned about this treatment from SAW during the first and second
 25 interviews and complained to McNeill, noting that he did not appreciate the questions being asked
 26 during the interviews, sharing with her some of the questions asked, noting that he wanted to know
 27 who he was bullying and when, that he was fed up with being on leave for no apparent reason with
 28 no end to the leave of absence in sight, and that he wanted an update on his complaints raised against

1 LaMarca. McNeill responded that Green was not at liberty to discuss the SAW interview with her or
2 others and that his behavior in discussing the interviews with SAW could result in his discipline.

3 27. To Green's surprise, in early June of 2017, McNeill informed Green that he would be
4 allowed to return to work. He would not be disciplined, but Jenny Ricci would remain out on leave.
5 So Green returned to work, but the behavior exhibited toward Green while out on leave continued
6 after he returned to work, with additional interviews and other concerns arising, as described below.

7 28. Green is informed and believes and thereupon alleges that SAW determined through
8 its investigation that Jenny Ricci was not being honest during this investigation, that she was
9 untruthful about her interactions with Green during this investigation, and that she likely received
10 leaked information about the investigation. Green is also informed and believes and thereupon
11 alleges that Jenny Ricci was, in part, terminated from her employment as a result of these findings.
12 Specifically, Green is informed and believes and thereupon alleges that Lisa Daane informed the
13 district of conversations that Jenny Ricci claimed to have had with Green during the SAW
14 investigation and that Ms. Daane's testimony, in part, led to Jenny Ricci's termination from her
15 employment. Even though SAW and the District were aware of these communications between
16 Jenny Ricci and Green during the SAW investigation, Green was not disciplined as a result, but
17 Jenny Ricci was fired, at least in part because of these issues. The investigation against Green was
18 therefore closed, even though SAW and the District believed that Green had been untruthful with
19 them during the SAW investigation, which is a conclusion that Green disputes.

20 29. In an effort to make his return to work as smooth as possible, Green reached out to
21 McNeill and Dawn Huckaby, the District's HR director, in correspondence dated June 7, 2017 that
22 he wanted to determine what was being done to address his complaints that he and others in OSS
23 were being bullied by LaMarca, WSPA and others.

24 30. On June 8, 2017, Rombardo corresponded with Green by email in response to his
25 June 7, 2017 letter, claiming that the District had not immediately received a copy of the "binder" of
26 information Green had provided to SAW after the April 25, 2017 interview and that Rombardo had
27 recently received and reviewed the information. Rombardo also challenged Green's claim that Green
28 raised a complaint against LaMarca in October of 2016 or during his interview with SAW on April

1 25, 2017, and informed Green that the District only recognized written formal complaints. Despite
 2 this apparent requirement to submit complaints in writing, Rombardo “accepted” Green’s June 7,
 3 2017 letter to McNeill and Huckabee as a complaint, even though the District, through McNeill and
 4 SAW, was aware of Green’s complaints against LaMarca for several months.

5 31. At or about this time, because of how poorly he was being treated by multiple
 6 factions of the District, Green retained Moore Law Group, PC, to seek to gather information about
 7 the District’s behavior exhibited toward Green through public records requests made to the district in
 8 accordance with NRS 239.¹ On or about June 16, 2017, Moore Law Group drafted a letter to Neil
 9 Rombardo requesting specific information related to the SAW investigation and seeking the
 10 disclosure of public emails to and from certain named employees of the District. Moore Law Group
 11 did not identify Green as its client in this June 2017 correspondence. A true and correct copy of this
 12 correspondence is attached hereto as Exhibit 2.

13 32. Green was suspicious that McNeill and others within the District, including LaMarca
 14 and Rombardo, were seeking to use Green and his relationship with David Lasic, who was
 15 the Chief of Staff for the District, to make a case to fire Traci Davis or to otherwise discipline her.
 16 During this time frame, no one told Green that he or David Lasic were the subject of an investigation
 17 into possible “nepotism.” This assertion that Green was being investigated by SAW for “nepotism”
 18 is significant because this claim did not arise until several months later, as outlined in more detail
 19 below. At this point, Green had been told by the District that he and his staff were only being
 20 investigated for bullying, though no allegations that Green had bullied others had yet been presented
 21 and even though Green had been interviewed twice by SAW and they did not ask him any questions
 22 about his alleged bullying.

23 33. As a result of the poor treatment he received, Green also filed a formal complaint
 24 with the Nevada Equal Rights Commission in the summer of 2017.

25 34. On June 23, 2017, the District’s office of general counsel responded to Moore Law

27 28 ¹ By disclosing the retention of Moore Law Group, Green does not intend to waive any attorney-client privilege.
 The disclosure of this retainer serves to demonstrate the serious concerns Green had with how he was being treated, why
 he was on leave without any explanation (at this point for over six weeks), and that it appeared that McNeill and others,
 including possibly Neil Rombardo, were actively working to gather information about Traci Davis.

1 Group's initial public records request. This response did not assert that the District would be
2 required to incur a large copying expense or that the District would expend a large amount of
3 extraordinary staff time responding to the request. As a result, the District did not claim in this initial
4 correspondence to Moore Law Group that it would charge anything to respond to the request.
5 However, the District claimed that it was inundated with similar requests and that the District would
6 not be able to respond to the request until September 22, 2017. A true and correct copy of this
7 correspondence is attached hereto as Exhibit 3.

8 35. Thereafter, in early July of 2017, Dustin Grate (hereinafter sometimes referred to as
9 "Grate") of Grate Detections contacted Green and informed him that he had been retained by an
10 outside attorney, Anthony Hall, who was investigating complaints raised by Jenny Ricci against the
11 District. Grate requested an interview with Green. At this time, Green agreed to interview with
12 Grate. Grate also agreed that Green could tape record the interview and Grate informed Green that
13 he would also tape record the interview.

14 36. On or about July 26, 2017, Green interviewed with Grate. The interview took place at
15 the District's main office. Both Grate and Green tape recorded the interview. During the interview,
16 Grate indicated that he was hired to investigate issues related to Jenny Ricci. Green believes and
17 upon that basis alleges that Ms. Ricci had filed a complaint against the District with the Nevada
18 Equal Rights Commission ("NERC"), which initiated Grate's investigation.

19 37. During this interview, Grate asked some questions about Jenny Ricci's complaints
20 but many of the questions appeared to be related to information that Green discussed during the
21 SAW investigation, including questions about the issues raised in the binder that Green supplied to
22 SAW during his April 25, 2017 interview with SAW, including specific issues related to WSPA and
23 then communication plan at the district, and other issues.

24 38. Because the interview with Grate continued to review issues raised by Green during
25 the SAW investigation, Green was concerned because he perceived that no matter what he said or
26 did, the District was focusing on the SAW investigation that had nothing to do with bullying and that
27 appeared to be geared toward gathering information against him, Jenny Ricci, and Traci Davis. Even
28 though Green had returned to work, he remained concerned for his job.

1 39. In or about August of 2017, McNeill asked Green to be involved in another interview,
 2 this time with McNeill and Dawn Huckabee, the District's director of Human Resources. This
 3 interview was more of the same. No allegations of specific acts of bullying were shared with Green.
 4 At this point, Green believed that the District was attempting to find any reason to fire him and that
 5 his time with the District was short. He also believed that Jenny Ricci would be fired for no valid
 6 reason, at least not for any reason that was ever shared with Green.

7 40. On September 22, 2017, in response to Moore Law Group's June 16, 2017 public
 8 records request, the District through its office of general counsel claimed that it would not be able to
 9 respond to the request by September 22, 2017, but that the District would do all within its power to
 10 respond to the request by no later than December 29, 2017. A true and correct copy of this
 11 correspondence is attached hereto as Exhibit 4. In this letter, the District did not claim that it would
 12 charge Moore Law Group to respond to its June 2017 public records request.

13 41. Moore Law Group responded to this correspondence on October 20, 2017, disputing
 14 the reasons why the District could not respond to its request prior to December 29, 2017, but
 15 ultimately expressing that Moore Law Group would await the response until it was received.

16 42. On or about September 28, 2017, McNeill sent correspondence to WSPA, sharing
 17 with WSPA the results of the SAW investigation and the cost of the investigation (which exceeded
 18 \$48,000.00 and which Green believes may have exceeded \$100,000.00), indicating that discipline
 19 had been levied against Green, as recommended to Superintendent Davis by McNeill, which was
 20 untrue. This false information shared with WSPA made its way to the Reno Gazette-Journal, which
 21 published an article on November 2, 2017, that stated that the District had administratively
 22 disciplined Green, which was untrue.

23 43. As a result of this false information provided to WSPA, which appeared to be
 24 retaliatory in nature against Green, Green amended his NERC complaint to include this act of
 25 retaliation in November of 2017.

26 44. On November 15, 2017, the District's office of general counsel formally responded to
 27 Moore Law Group's June 16, 2017 public records request, refusing to provide any responsive
 28 documents, claiming various "privileges" for the first time without providing a privilege log, and

1 claiming that it would cost the district \$35,016.50 of copying costs and extraordinary staff time to
 2 respond to Moore Law Group's June 16, 2017 public records request. Exhibit 5. The District
 3 asserted this claim even though in previous correspondence, the District did not claim that it would
 4 cost anything to respond to the June 16, 2017 public records request and even though the District, at
 5 that time, did not have a policy that complied with NRS 239 that would allow the District to charge
 6 the public for copying costs to respond to such requests.

7 45. Without waiving any attorney-client privilege, Moore Law Group shared the
 8 November 15, 2017 correspondence with Green. Green then shared the correspondence with David
 9 Lasic. Mr. Lasic informed Green that, not one week earlier, he received an email dated November 9,
 10 2017, that was shared between the District's office of general counsel and the District's information
 11 technology staff where the office of general counsel stated that the District would not charge Moore
 12 Law Group, or others, for their records requests, because the District did not have a policy that
 13 allowed them to do so. This email also outlined other reasons why the District would not charge for
 14 copying or for staff time, which were correct statements of Nevada law related to public records
 15 requests. The string of emails related to this issue is attached hereto as Exhibit 6. Rombardo and
 16 Breanne Read, a staff member of the office of general counsel, are copied on this email.

17 46. The November 9, 2017 email demonstrates that Rombardo was being dishonest with
 18 opposing counsel in his November 15, 2017 correspondence, was fabricating the District's ability to
 19 charge for copying, and used the District's expressed ability to charge \$35,016.50 for copying: (1) to
 20 squash Green's effort to obtain documents related to SAW's investigation because of the exorbitant
 21 cost; (2) to stymie Green's effort to address and correct the behavior exhibited toward Green by the
 22 District during the SAW investigation; and (3) to prevent Green from vindicating the false assertions
 23 made to WSPA about Green having been disciplined by the District.

24 47. Concerned with what appeared to be a lie perpetrated by the District through Neil
 25 Rombardo, Green shared the November 9, 2017 email with Moore Law Group.

26 48. Moore Law Group, however, did not want to use the email and sought, instead, to
 27 obtain the email through appropriate public records requests.

28 49. As a result, on November 22, 2017, and because Moore Law Group knew of the

1 existence of the November 9, 2017 email, Moore Law Group submitted another public records
 2 request to the District's office of general counsel and requested "any documents, including but not
 3 limited to emails sent to or received by Breanne Read and/or Neil Rombardo, that are dated from
 4 June 23, 2017 to the present, that discuss the District's policy or procedure for charging the public
 5 for open records requests pursuant to an established policy or that discuss the District's policy or
 6 procedure to charge the public when the open records request might involve the 'extraordinary use'
 7 of District personnel or technological resources." A true and correct copy of this correspondence is
 8 attached hereto as Exhibit 7. Moore Law Group used the specific language in this public records
 9 request because it was language contained in the November 9, 2017 email.

10 50. On December 4, 2017, the District office of general counsel, through Breanne Read,
 11 responded that the District would respond to Moore Law Group's November 22, 2017 public records
 12 request by no later than December 8, 2017. This correspondence is attached hereto as Exhibit 8.

13 51. On December 5, 2017, Moore Law Group informed NERC that it represented Green
 14 in his NERC complaint and that Moore Law Group would participate in the upcoming settlement
 15 conference between Green and the District related to the NERC complaint.

16 52. On December 8, 2017, the District through its office of general counsel responded to
 17 Moore Law Group's November 22, 2017 public records request, claiming that the District had no
 18 documents responsive to the request, which was untrue. The District also claimed various privileges
 19 but did not provide a privilege log that would allow Moore Law Group to challenge the claim of
 20 privilege. A privilege log likely would have disclosed the November 9, 2017 email.

21 53. As all of this was taking place, Green was again asked to be involved in another
 22 interview with Grate. Green agreed to participate in this interview, which took place on December 6,
 23 2017 at the District's main offices. In this interview, Green was asked questions about his complaint
 24 regarding LaMarca but he was also asked questions again that related to items reviewed during the
 25 SAW investigation and that related to why Byron was out on leave and then investigated by SAW.

26 54. Soon after this interview with Grate, Grate asked Green to participate in a third
 27 interview. This time, Green refused to be interviewed unless his attorney, John Moore, could be
 28 present during the interview. Grate agreed to allow John Moore to be present. This third interview

1 took place on or about December 21, 2017, with John Moore present. Of note, this interview also
 2 took place at the District's main office in Reno, Nevada, and John Moore checked in for this
 3 interview at the front desk, notifying District staff that he represented Green.

4 55. Around this same time, Moore Law Group filed a Writ of Mandate with the Second
 5 Judicial District Court seeking to obtain from the district the production of documents responsive to
 6 Moore Law Group's public records requests without charge.

7 56. The Court hearing the Writ of Mandate ordered the parties almost immediately to
 8 appear before the Court and the discovery commissioner, Wesley Ayres, in chambers on January 9,
 9 2018. John Moore attended this in-chambers meeting. Rombardo attended the meeting on behalf of
 10 the District.

11 57. During this meeting, Rombardo asserted that he would provide a reasonable estimate
 12 of the actual costs it would take to respond to Moore Law Group's public records requests. Moore
 13 Law Group agreed to review the reasonable estimate and, if the estimate was in fact reasonable,
 14 Moore Law Group agreed that it would pay the estimate, even though Moore Law Group did not
 15 believe that the District could charge for the copies. If the parties could not agree on paying for
 16 copies, then a hearing before Wesley Ayres would take place on January 19, 2018.

17 58. On January 16, 2018, Neil Rombardo on behalf of the District sent an estimate to
 18 Moore Law Group wherein the District estimated that the District would reasonably expend nearly
 19 \$270,000.00 (almost eight times greater the original estimate of \$35,016.50 provided on November
 20 15, 2017) in actual time to respond to Moore Law Group's records requests. That would be the
 21 equivalent of years of attorney and paralegal time, which was a false estimate. The estimate provided
 22 by the District is attached hereto as Exhibit 9.

23 59. At this point, Moore Law Group realized that the District would not produce the
 24 documents requested, that they would not act in accordance with their own stated inability to charge
 25 for copies as expressed in the November 9, 2017 email, and that the charade had to end. As a result,
 26 on January 18, 2018, Moore Law Group corresponded with the District through Rombardo, rejecting
 27 the January 16, 2018 estimate, and sharing with Rombardo the November 9, 2017 email that
 28 Rombardo had heretofore refused to produce, despite Moore Law Group's November 22, 2017

1 public records request. This correspondence is attached hereto as Exhibit 10.

2 60. The following day, on January 19, 2018, the parties conducted a hearing with Wesley
 3 Ayres, where the District complained that Moore Law Group had obtained leaked information
 4 regarding this dispute, as shown in the January 18, 2018 letter. The District ignored the fact that the
 5 leaked information demonstrated that Rombardo was lying to the Court and to opposing counsel
 6 about the District's ability to charge Moore Law Group for copies.

7 61. Thereafter, on January 25, 2018, Grate asked for a fourth interview with Green. John
 8 Moore attended this interview at the District's main office. During this interview, Grate asked some
 9 follow up questions about how Green received information that appeared to be confidential and
 10 asked him about speaking with Jenny Ricci during this entire ordeal.

11 62. Over the course of the next several weeks in the Writ of Mandate litigation,
 12 MooreLaw Group and the District, through the office of general counsel, exchanged multiple letters
 13 where the District again claimed a right to charge for copies and again provided astronomical
 14 estimates to produce such copies. In this exchange, the District eventually acknowledged that it had
 15 charged no other requester for copies at any time prior to attempting to charge Moore Law Group,
 16 making Moore Law Group the first and only requester the District had ever attempted to charge to
 17 respond to a public records request under existing District policy at the time.

18 63. On February 6, 2018, this case turned drastically. On this date, Green and John
 19 Moore participated in a telephonic settlement conference with the District related to Green's NERC
 20 complaint. The District was represented at the conference by Anthony Hall and McNeill. During this
 21 conference, Green expressed his position regarding his treatment, how he was being harassed, how
 22 the harassment continued after he had returned to work, how the District retaliated against him by
 23 claiming to WSPA that Green had been disciplined, which was not true, how he was still being
 24 interviewed by Grate about issues discussed during the SAW investigation, and that he would
 25 resolve his NERC complaint with the District for \$200,000.00.²

26 64. After Green expressed his position, attorney Anthony Hall spoke. Mr. Hall was the

28 ² Plaintiff does not offer any of the statements or conduct that occurred in the settlement conference to prove or
 disprove liability or to prove or disprove damages. This evidence, instead, will be offered to demonstrate the contours of
 the settlement agreement that eventually resulted from this settlement conference.

1 only District representative that spoke during this settlement conference. Instead of addressing
 2 Green's legitimate complaints, Mr. Hall began his comments by stating that the District knew that
 3 Green was receiving leaked information from someone within the District, that Mr. Hall was being
 4 asked to investigate these leaks by the District, that he would investigate the leaks to the fullest
 5 extent, that the District would find out with whom Mr. Green had shared or from whom he had
 6 gained what appeared to be confidential information, and that the leak investigation would likely
 7 lead to the employment discipline of Green and anyone else who was found to have shared leaked
 8 information with Green or others, a threat leveled at Green and impliedly toward David Lasic.

9 65. Despite this clear threat of retaliation against Green, which had nothing to do with
 10 Green's NERC complaint and was wholly outside the bounds of communications that served to
 11 attempt to resolve a legitimate dispute, Mr. Hall offered a compromise position. To wit, if Green
 12 would dismiss his NERC complaint AND the Writ of Mandate litigation that sought the production
 13 of documents from the District, Mr. Hall would walk away from the leaked information
 14 investigation, Green and others would not be disciplined as a result of receiving or sharing leaked
 15 information, and the District and Green could return to the business of teaching children.

16 66. Shocked by this threat of retaliation if Green did not dismiss an ongoing Title VII
 17 investigation and the Writ of Mandate litigation, John Moore ended the telephonic settlement
 18 conference, expressed that Mr. Hall's threats were retaliatory, and hung up.

19 67. The threats, however, hit their mark. After this meeting, Green was extremely
 20 concerned for his own job and for his domestic partner, David Lasic's job. As a result of these
 21 threats, Green ultimately decided that it was best for him to drop his NERC complaint and the Writ
 22 of Mandate litigation, though he had legitimate claims and though the District had made a retaliatory
 23 threat if Green did not dismiss the NERC complaint, and that it was best for Green to agree to settle
 24 with the District, in exchange for an ending of the leaked information investigation.

25 68. Accordingly, John Moore contacted Anthony Hall to commence settlement
 26 discussions. In these discussions, that took place over several phone calls and through various
 27 emails, Mr. Moore expressed that Green was upset by how he was treated, that most of the questions
 28 asked of him during this 9-month ordeal did not relate to any claim of bullying, and that he was tired

1 and done. During these discussions, Mr. Hall expressed for the first time that Green was actually the
2 subject of two investigations, a “nepotism” complaint and a bullying complaint. As noted above, no
3 one ever told Green that he was the subject of a “nepotism” complaint and Green was never given
4 any allegations of bullying to which he could respond. Mr. Hall also claimed during these
5 discussions that he wanted the settlement with Green to be as broad as possible to include all
6 potential claims that could arise against Green, that Mr. Hall had a “fiduciary duty” to report the
7 allegedly leaked information to the School Board, but that Mr. Hall would forego the investigation
8 of the leaked information and this apparent “fiduciary duty” and close that investigation, without any
9 discipline, if Green would agree to dismiss his NERC complaint and his Writ of Mandate litigation.

10 69. Green now believes, based upon these statements made by Mr. Hall during settlement
11 efforts, and because Green has now been fired by the District for allegedly leaking information to
12 Jenny Ricci and others, that the School Board was never informed of the potential leaked
13 information investigation or the settlement that Green ultimately reached related to that
14 investigation. Green also believes and based upon that belief alleges that Superintendent Davis was
15 never informed of the potential leaked information investigation or Green’s settlement.

16 70. After going back and forth on the settlement agreement for several weeks, Green
17 ultimately signed a settlement agreement with the District on March 5, 2018. Kristen McNeill signed
18 the agreement on behalf of the District. A true and correct copy of the signed settlement agreement
19 is attached hereto as Exhibit 11.

20 71. Under this agreement, the District agreed that it “will close all current and currently
21 contemplated investigations by [the District’s] legal counsel, whether that counsel is a member of
22 [the District’s] Office of General Counsel or is outside counsel that has been investigating any
23 claims concerning Dr. Green, and will not subject Dr. Green to any discipline as a result of any such
24 current and currently contemplated investigations.” For purposes of clarity, the District also outlined
25 the following instances that could have led to discipline against Green for which Green would be
26 released, if he dismissed his NERC complaint and the Writ of Mandate litigation: “(a) the source of
27 information Dr. Green had concerning a personnel matter between Dr. McNeill and her assistant; (b)
28 communications concerning the conclusions of the Solutions at Work investigation to Dr. Green

1 before it was final; (c) communications with Ms. Ricci about the issues and facts being investigated
 2 by Dustin Grate; and (d) documents used by Dr. Green in support of his public records request.”
 3 Finally, the release stated that the District may investigate or take action “regarding current or future
 4 litigation or allegations by any other current or former employee. However, to the extent such
 5 investigations overlap with the current investigation matters or any currently contemplated
 6 investigations, no disciplinary action will be taken against Dr. Green for any facts or information
 7 learned that are within the scope of the current and/or currently contemplated investigations.”
 8 Exhibit 11 (emphasis added). The agreement also did not release claims that were “not currently
 9 known or contemplated by [the District’s] legal counsel concerning Dr. Green. . . ,” thereby releasing
 10 Green from any known claims that concerned Dr. Green. Id. Finally, “as additional consideration . . .
 11 Kristen McNeill will draft and sign the letter for Dr. Green described further below.” Id. This letter
 12 that McNeill drafted and signed under the release is attached hereto as Exhibit 12 and outlines how
 13 Green was not disciplined as a result of the SAW investigation, which was closed at the time that
 14 Green signed the release.

15 72. During “future litigation” with Jenny Ricci that overlaps with the Solutions at Work
 16 investigation and investigation matters that were reviewed by Dustin Grate and other known issues
 17 for which Green obtained a release, the District learned through discovery that Green communicate
 18 with Jenny Ricci by text and other means at or about the time of the Dustin Grate interviews and at
 19 the start of the Solutions at Work investigation about issues raised in those investigations, and other
 20 issues that overlap with the scope of current and/or currently contemplated investigations into
 21 Green’s alleged misconduct, including but not limited to claims of leaking information to Ricci. As
 22 noted in media reports related to this discovery, the District fired Superintendent Davis, claiming
 23 without any evidence that she was the source of leaked information to Green and/or others.

24 73. After the District learned of this information, Green believes and based upon such
 25 belief alleges that McNeill and others set out to fire Green and David Lasic as a result of the
 26 information provided to Jenny Ricci in an effort to conceal McNeill’s involvement in the leaked
 27 information investigation, for which Green had reached a settlement with the District. Green also
 28 believes and based upon that belief alleges that Superintendent Davis knew nothing about the

1 settlement that Green had reached with the District.

2 74. As a result, Green believes and based upon that belief alleges that McNeill and others
 3 set out to convince Superintendent Davis to take a leave of absence after the District accused her of
 4 wrongdoing for allegedly leaking information to Green and David Lasic. McNeill and others sought
 5 to convince Superintendent Davis to take this leave of absence so that McNeill, after she was
 6 appointed Acting Superintendent during Superintendent Davis's leave, could immediately fire Green
 7 and David Lasic. In fact, the first action that McNeill took as Acting Superintendent after
 8 Superintendent Davis took a leave of absence was to fire Green and David Lasic.

9 75. In Green's termination letter, McNeill makes it clear that Green was terminated for
 10 his conduct in April of 2017 (when he was placed out on leave during the SAW investigation)
 11 through June of 2019. To be clear, McNeill states that Green was terminated because there exist
 12 "substantial evidence, including staff reports and clear and direct text message and emails that you
 13 sent to a former [District] employee, who was in active litigation against the [District]. In these
 14 communications, you admit that after the Spring 2017 [District] investigation into your conduct
 15 concluded, and/or after you were reinstated as Chief Student Services Officer, that you intentionally
 16 engaged in unprofessional conduct by engaging in harassment, intimidation, and retaliation against
 17 [District] employees who made good faith complaints against you [all of which were closed without
 18 any discipline against Green] or to those who assisted in investigating those complaints." McNeill
 19 goes on to claim that Green was terminated because he used his "resources and access as a Chief to
 20 reveal confidential [District] information to a person who had filed a federal lawsuit against the
 21 [District]. . ." This letter is attached hereto as Exhibit 13. Yet, none of the discovery in the Jenny
 22 Ricci lawsuit demonstrates that Green provided any confidential information to Jenny Ricci other
 23 than documents or items that Jenny Ricci already had in her possession because she was also
 24 provided with the allegedly confidential information by McNeill.

25 76. All this alleged misconduct was the subject of Green's release signed in or about
 26 March of 2018. The District was fully aware before Green signed the release that he had
 27 communicated with Jenny Ricci about the investigations raised against him and Ricci and that he
 28 had likely received and disclosed confidential information to Ms. Ricci and to others. The District

1 made this clear when it threatened to investigate these claims if Green would not agree to dismiss his
2 NERC complaint and his Writ of Mandate litigation and that Green's employment would be at risk
3 depending on what was learned in the investigation. Accordingly, by firing Green for the things he
4 had already resolved with the District, for which the District agreed Green would not be disciplined,
5 the District materially breached its contract with Green when the District fired him on June 17, 2019.

6 77. Green has since filed another NERC complaint, alleging that he has been the subject
7 of retaliation in the form of job termination for assisting a former co-worker who had asserted a
8 claim against the District under Title VII. On June 30, 2021, Green received a letter from NERC
9 informing him that the case is closed. *See Exhibit 14.* The letter constituted a Notice of Right to Sue
10 from the Equal Employment Opportunity Commission (EEOC).

FIRST CLAIM FOR RELIEF

(Breach of Contract)

78. Green realleges each and every allegation stated above as though stated here.

14 79. The District was fully aware that Green had received information that might be
15 confidential related to various investigations with SAW, Dustin Grate, and others. As a result of
16 these investigations and the possibility that Green was receiving and sharing information with Jenny
17 Ricci and others, the District used its knowledge of Green's possible receipt and sharing of that
18 information to threaten Green with the termination of his employment if Green did not terminate his
19 NERC complaint and the Writ of Mandate litigation.

20 80. Understanding the threats made to him during the NERC settlement conference noted
21 above, Green decided that it was best for him and his future employment with the District to enter
22 into a settlement agreement and release with the District.

23 81. Green and the District entered into a binding and enforceable settlement agreement
24 and release in or about March of 2018 wherein Green agreed to dismiss his NERC complaint and
25 Writ of Mandate litigation against the District in exchange for a broad release related to the
26 investigations that were then ongoing and then contemplated against Green and that released all
27 claims of which the District was aware at the time of the release, which would include any
28 investigation into the possible leaking of information to Jenny Ricci and/or others.

1 82. Despite being released from any such claims and despite the District's agreement that
 2 Green would not be disciplined in his employment for any issues related to or arising from such
 3 claims, the District breached its settlement agreement and release with Green when it fired Green in
 4 or about June of 2019 for the stated reasons that he had been the source or that he was the alleged
 5 source of leaked information to Jenny Ricci and/or others.

6 83. The District materially breached the settlement agreement and release with Green
 7 when it fired Green in June of 2019.

8 84. Green has suffered damages in excess of \$15,000.00 as a proximate and foreseeable
 9 result of the District's breach of contract in an amount to be proved at trial.

10 SECOND CLAIM FOR RELIEF

11 **(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

12 85. Green realleges each and every allegation stated above as though stated here.

13 86. There is implied in every contract a covenant of good faith and fair dealing which
 14 provides that neither party will commit any act or omission in the performance of a contract that
 15 deprives the other party of the benefits reasonably to be expected under the contract.

16 87. By virtue of the acts and omissions set forth above, the District breached the covenant
 17 of good faith and fair dealing implied in the settlement agreement and release the District and Green
 18 entered into in May of 2018, which breach proximately and foreseeably caused and resulted in injury
 19 and damage to Green in an amount in excess of \$15,000.00 in an amount to be proved at trial.

20 THIRD CLAIM OF RELIEF

21 **(Retaliation Under Title VII Against WCSD)**

22 88. Green realleges each and every allegation stated above as though stated here.

23 89. The above said acts of the District constitute retaliation in violation of public policy
 24 and in violation of 42 U.S.C. § 2000e-3.

25 90. Title VII prohibits discrimination against an employee "because he has made a charge
 26 [...], assisted, or participated in any manner in an investigation [or] proceeding [...] under this
 27 subchapter." 42 U.S.C. § 2000e-3.

28 91. Green was: (1) engaged in a protected activity; (2) the District subjected Green to

1 adverse employment actions; and (3) a causal link exists between the protected activity and the
 2 adverse action.

3 92. Green engaged in a protected activity when he assisted a former employee to assert a
 4 claim of unlawful employment practice against the District. The former employee alleged that the
 5 District engaged in unlawful employment practice by engaging in discriminatory actions based on
 6 her gender. Green engaged in protected activity by assisting in the investigation of what he
 7 reasonably and in good faith believed to be unlawful employment practice.

8 93. The District subsequently engaged in adverse employment actions by terminating
 9 Green. A causal link exists between the protected activity and the discharge.

10 94. A reasonable employee would have found the District's actions materially adverse in
 11 that it might have dissuaded a reasonable worker from making or supporting a charge of
 12 discrimination.

13 95. The District, unlawfully and intentionally retaliated against Green by terminating his
 14 employment, in violation of Title VII.

15 96. As a direct and proximate result of Defendants' conduct, Green was damaged, have
 16 suffered, and continue to suffer damages in the form of: past and future lost earnings, past and future
 17 pain and suffering, and other associated losses in an amount in excess of \$75,000.00.

18 97. The conduct of the District, by and through its employees, was willful, fraudulent,
 19 intentional, oppressive, malicious and done with a wanton and reckless disregard for the rights of
 20 Green, thereby warranting the imposition of punitive damages in excess of \$75,000.

21 98. By reason of the retaliation suffered, Green is entitled to all legal and equitable
 22 remedies available under Title VII.

23 **FOURTH CLAIM OF RELIEF**

24 **(Retaliation Under NRS 613.340 Against WCSD)**

25 99. Green realleges each and every allegation stated above as though stated here.

26 100. The above said acts of the District constitute discrimination for opposing unlawful
 27 practice or assisting investigation.

28 101. NRS 613.340 prohibits discrimination against an employee because he "assisted or

1 participated in any manner in an investigation [or] proceeding [...]" under NRS 613.310 to 613.4383,
 2 inclusive.

3 102. Green was: (1) engaged in a protected activity; (2) the District subjected Green to
 4 adverse employment actions; and (3) a causal link exists between the protected activity and the
 5 adverse action.

6 103. Green engaged in a protected activity when he assisted a former employee to assert a
 7 claim of unlawful employment practice against the District. The former employee alleged that the
 8 District engaged in unlawful employment practice by engaging in discriminatory actions based on
 9 her gender. Green engaged in protected activity by assisting in the investigation of what he
 10 reasonably and in good faith believed to be unlawful employment practice

11 104. The District subsequently engaged in adverse employment actions by terminating
 12 Green. A causal link exists between the protected activity and the discharge.

13 105. A reasonable employee would have found the District and its employee's actions
 14 materially adverse in that it might have dissuaded a reasonable worker from making or supporting a
 15 charge of discrimination.

16 106. The District, unlawfully and intentionally retaliated against Green by terminating his
 17 employment, in violation of NRS 613.340.

18 107. As a direct and proximate result of District's conduct, Green was damaged, have
 19 suffered, and continue to suffer damages in the form of: past and future lost earnings, past and future
 20 pain and suffering, and other associated losses in an amount in excess of \$75,000.00.

21 108. The conduct of the District, by and through its employees, was willful, fraudulent,
 22 intentional, oppressive, malicious and done with a wanton and reckless disregard for the rights of
 23 Green, thereby warranting the imposition of punitive damages in excess of \$75,000.

24 109. By reason of the retaliation suffered, Green is entitled to all legal and equitable
 25 remedies available under NRS 613.340.

26 WHEREFORE, Plaintiff prays for relief as follows:

27 1. That the Court award Green damages in an amount in excess of \$15,000.00, subject
 28 to proof in trial;

2. That the Court award exemplary and punitive damage in favor of Green against defendants McNeill and Does 1-10 in an amount sufficient to punish the Defendants and to set an example to deter further such conduct;

3. For costs, interest, and attorney's fees, permitted by contract or by statute or as damages arising from the Defendants' misconduct;

4. For such other relief as the Court deems proper.

DATED this 23rd day of September 2021

RESPECTFULLY SUBMITTED,

from the government

LAGOMARSINO LAW
ANDRE M. LAGOMARSINO, ESQ. (#6711)
3005 West Horizon Ridge Pkwy., Suite 241
Henderson, Nevada 89052
Telephone: (702) 383-2864
Facsimile: (702) 383-0065
Email: aml@lagomarsinolaw.com
Attorney for Plaintiff Byron Green

LAGOMARSINO LAW

63005 West Horizon Ridge Parkway, Suite 241, Henderson, Nevada 89052
Telephone (702) 383-2864 Facsimile (702) 383-0065

1
2 SECOND JUDICIAL DISTRICT COURT
3 COUNTY OF WASHOE, STATE OF NEVADA
4

5
6 **AFFIRMATION**
7 **Pursuant to NRS 239B.030 and 603A.040**
8

9
10 The undersigned does hereby affirm that the preceding document, (*title of document*)
11 PLAINTIFF'S FIRST AMENDED COMPLAINT
12

13 file in case number: CV19-02232
14

15 (*mark one*)
16

17 Document does not contain the personal information of any person.
18
19 Document contains the social security number of a person as required by: (*mark one*)
20 A specific state or federal law, to wit: (*write the specific state or federal law*)
21
22 For the administration of a public program
23 For the administration for a federal or state grant
24 Confidential Family Court Information Sheet (NRS 125.130, NRS 125.230, and
25 NRS 125B.055)
26

27
28 DATED this (*day*) 23 day of (*month*) September, 2021.

29
30 Submitted By: (*Your signature*) /s/ Andre M. Lagomarsino
31

32 (*Print your name*) Andre M. Lagomarsino
33

34 (*Attorney for*) Byron Green
35

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that on this 23rd day of September 2021, I served a true and correct copy of the foregoing **PLAINTIFF'S FIRST AMENDED COMPLAINT** on all parties to this action by electronic service, via the Clerk of the Court by using the ECF system which served the following parties electronically:

ANTHONY L. HALL, ESQ.
AHall@SHJNevada.com
SANDRA KETNER, ESQ.
SKetner@SHJNevada.com
SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Suite F-46
Reno, Nevada 89509
Attorneys for Defendant

An Employee of LAGOMARSINO LAW